



MISSOURI DEPARTMENT OF NATURAL RESOURCES
SOLID WASTE MANAGEMENT PROGRAM
IRREVOCABLE ESCROW AGREEMENT

NOTE: THIS IS AN ESCROW AGREEMENT FOR AN ESCROW ACCOUNT, AS SPECIFIED IN 10 CSR 80-8.050(7)(C)2.A.

In order to provide a financial assurance instrument in accordance with sections 260.200 to 260.345, RSMo and 10CSR 80-8.050(7)(C), Missouri Solid Waste Management Rules, to ensure that the closure requirements of the scrap tire processor permit issued by the Missouri Department of Natural Resources (hereafter, DNR), to

_____ of _____
(Owner) (Address)

_____ of _____,
(Operator) (Address)

dated the _____ day of _____, 20_____, and any amendments thereto will be completed with,
(Day) (Month) (Year)

_____ as Owner and Operator, hereby enters into this Irrevocable Escrow Agreement
(Owner/Operator)

and hereby transfers to _____ of _____
(Name) (Address)

a bank or financial institution which is examined and regulated by the State of Missouri or a federal agency, as Escrow Agent, the cash, certificates of deposit, U.S. government securities or Letters of Credit described on Schedule "A" (Form 780-2043) attached hereto, in escrow to be held subject to the terms and conditions set forth below. This escrow account is established this _____ day of _____, 20_____, and shall continue until terminated as hereafter set forth.
(Day) (Month) (Year)

The escrow account shall be named the "Closure Escrow Account for the _____"
(Scrap Tire Processing Facility)

located in the _____, _____ County,
(Section, Township and Range) (Town/City/Village) (County)

Missouri, operating permit no. _____.

1. The Escrow Agent shall add to the principal of the escrow account additional cash, certificates of deposit, Letter of Credit, and U.S. government securities when they are transferred to the Escrow Agent over the estimated active site life of the scrap tire processing facility in compliance with the requirements of the approved operating permit and any amendments thereto. A total of no more than \$100,000 in cash shall be deposited into this escrow account and any other escrow or trust account established by the owner/operator in the same bank or financial institution for the purpose of providing a financial assurance instrument for the DNR. Certificates of deposit or U.S. government securities shall be used for amounts in such accounts in excess of \$100,000.
2. All interest, and other escrow account earnings and profits, shall be accumulated in the account. There shall be no withdrawals from the escrow account except as authorized in writing by the director of the DNR.
3. All or any part of the accumulated principal and income in the escrow account may be withdrawn by the DNR, upon written request of the director of the DNR, to be used to carry out the closure requirements of the approved scrap tire processing permit and any amendments thereto, if the owner/operator or any successor in interest fails to do so. The DNR shall mail notification of its intent to use funds for that purpose to the last known address of the owner/operator. The Escrow Agent shall disburse the escrow account funds as directed by the director of the DNR in accordance with section 260.275 RSMo.

4. The owner/operator may apply to the DNR for release of the funds held by the Escrow Agent for closure of the scrap tire processing facility as specified in 10 CSR 80-8.050(7)(C), Missouri Solid Waste Management Rules. Upon determination by the DNR that closure has been accomplished, in accordance with the approved closure plans and any amendments thereto, the DNR shall authorize the release or proportional release of funds to the Owner/Operator. At such time as all of the escrow account funds have been paid to or released by the DNR, this escrow agreement shall terminate.
5. The Escrow Agent shall have full power;
 - a. To retain, invest and reinvest the escrow account property in cash, certificates of deposit or U.S. government securities.
 - b. To sell or exchange any or all of the escrow account property as the Escrow Agent deems proper for like-kind property.
 - c. To register and hold the escrow account property in the name of a nominee without qualification or restriction.
 - d. To exercise any conversion privilege or subscription right given to the Escrow Agent of any property constituting a portion of the escrow account.
6. The Escrow Agent shall render to the owner/operator and to the DNR annually, commencing on the date specified by the DNR and each year thereafter, a written statement showing the correct amount of income and disbursements during the preceding year, with a description and statement of value of the then escrow account.
7. The Escrow Agent shall notify the owner/operator and the director by certified mail, within ten (10) days following the expiration of the thirty (30)-day period after the anniversary of the date of permit issuance, if no payment is received from the owner/operator. After the amount of the instrument is equal to the approved closure cost estimate, the Escrow Agent shall not be required to send a notice of nonpayment.
8. The Escrow Agent shall receive reasonable and customary compensation for its services hereunder, the amount of which is to be fixed by agreement of the owner/operator, the Escrow Agent and the DNR.
9. The Escrow Agent may resign upon the appointment of a qualified successor Escrow Agent by delivering a written resignation to both the owner/operator and the DNR. Either the owner/operator or the DNR may terminate the authority of the Escrow Agent by delivering a written notice of termination to the Escrow Agent, in which case a qualified successor Escrow Agent shall be appointed.
10. No rescission of this escrow agreement or any of its terms except as expressly provided herein shall be of any effect without consent in writing subscribed by all the parties hereto.

Signed, sealed and dated this _____ day of _____, 20_____.

OWNER/OPERATOR (TYPE OR PRINT NAME)

OWNER/OPERATOR SIGNATURE

The undersigned Escrow Agent hereby accepts the terms and provisions of the foregoing escrow agreement and acknowledges receipt of the assets described in "Schedule A" attached hereto.

ESCROW AGENT (TYPE OR PRINT NAME)

ESCROW AGENT SIGNATURE

APPROVED: STATE OF MISSOURI DEPARTMENT OF NATURAL RESOURCES

DIRECTOR